

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
WISCONSIN

SriRaj Kantamneni v. Forest Light Capital LLC

Kantamneni · No. 25-C-752 · Decided January 12, 2026

SUMMARY

The United States District Court for the Eastern District of Wisconsin denied Forest Light Capital LLC’s motion to dismiss an amended breach-of-contract complaint or, alternatively, to transfer venue to Virginia. The court held that the Promissory Note’s jurisdiction and venue provisions were permissive rather than mandatory and that Defendant had not shown that transfer was warranted under 28 U.S.C. § 1404(a).

CASE DETAILS

COURT	United States District Court for the Eastern District of Wisconsin
WRITING FOR THE COURT	William C. Griesbach
JURISDICTION	United States District Court for the Eastern District of Wisconsin
DECIDED	January 12, 2026
DOCKET	25-C-752
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss the amended complaint for improper venue under Rule 12(b)(3) or, alternatively, to transfer the action to Virginia under 28 U.S.C. § 1404(a).
STANDARD OF REVIEW	A forum-selection clause does not make venue improper under Rule 12(b)(3); enforcement of such a clause is generally considered through a motion to transfer under 28 U.S.C. § 1404(a). The party seeking transfer bears the burden of showing, by reference to particular circumstances, that the transferee forum is clearly more convenient.
PRECEDENTIAL VALUE	unknown
PARTIES	Forest Light Capital LLC v. SriRaj Kantamneni

TOPICS

- venue
- motions to dismiss
- forum non conveniens
- contract interpretation
- breach of contract

PRACTICE AREAS

civil procedure

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether the Promissory Note contained a mandatory forum-selection clause requiring the action to be filed in Virginia.
2. Whether dismissal for improper venue was appropriate under Federal Rule of Civil Procedure 12(b)(3).
3. Whether the action should be transferred to Virginia under 28 U.S.C. § 1404(a).

HOLDINGS

1. The Promissory Note's jurisdiction and venue provisions were permissive rather than mandatory because they allowed, but did not require, suit in Virginia and imposed the relevant submission and waiver obligations on the Borrower, not the Noteholder.
2. Dismissal for improper venue was not appropriate because the Promissory Note did not require the action to be filed in Virginia.
3. Transfer to Virginia was denied because Defendant did not establish, by reference to particular circumstances, that Virginia was clearly more convenient or that transfer served the interest of justice.

KEY QUOTATIONS

“Section 10.4 does not mandate that suits be filed in Virginia.”

“In sum, although the Borrower submitted to Jurisdiction and venue in Virginia courts, the Noteholder did not.”

“Stated differently, the Promissory Note does not state that suits shall be brought in Virginia courts, only that they may be brought in them.”

“The movant . . . has the burden of establishing, by reference to particular circumstances, that the transferee forum is clearly more convenient.”

FACTUAL BACKGROUND

Kantamneni, the Noteholder under a Promissory Note, alleged that Forest Light Capital failed to pay amounts owed under the Note. The Note stated that the Borrower submitted to jurisdiction in Virginia courts and waived objections to venue and inconvenient forum in those courts. The court concluded that these provisions did not restrict the Noteholder from filing suit elsewhere.

PROCEDURAL HISTORY

SriRaj Kantamneni sued Forest Light Capital LLC for breach of a Promissory Note. Defendant argued that the Note required litigation in Virginia. The district court denied both dismissal and transfer and directed the clerk to schedule a Rule 16 conference.

DISPOSITION

other

CASES CITED

- Atl. Marine Constr. Co. v. United States Dist. Ct. for the W. Dist. of Tex., 571 U.S. 49, 59 (2013)
- Kochert v. Adagen Med. Int'l, Inc., 491 F.3d 674, 697 n.2 (7th Cir. 2007)
- Paper Exp., Ltd. v. Pfankuch Maschinen GmbH, 972 F.2d 753, 757 (7th Cir. 1992)
- IAC/InterActiveCorp v. Roston, 44 F.4th 635, 643 (7th Cir. 2022)
- Coffey v. Van Dorn Iron Works, 796 F.2d 217, 219-20 (7th Cir. 1986)

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